

SERIAL 01161 C MICROGRAPHIC SUPPLIES

DATE OF LAST REVISION: July 14, 2006

CONTRACT END DATE: March 31, 2007

MARCH 31, 2007
~~**MARCH 31, 2005**~~
CONTRACT PERIOD THROUGH MARCH 31, 2004

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **MICROGRAPHIC SUPPLIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 14, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Clerk of the Board
Glenda Holmes, Recorder's Office
Mike Lee, Treasurer's Office
Mirheta Muslic, Materials Management

(Please remove Serial 96062-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: MICROGRAPHIC SUPPLIES

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for Micrographic Supplies for items specifically listed herein for Maricopa County using agencies. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 MICROGRAPHIC SUPPLIES:

2.1.1 Microfilm

- 2.1.1.1 Camera Film, 16mm x 100' Fuji PT 21 or equal
- 2.1.1.2 Camera Film, 16mm x 215' Kodak Image Capture -3460 (845-1502), Fuji A38 or equal
- 2.1.1.3 Diazo Microfilm, Black (4.0) mil) 16mm x 1000' Xidex DEM II 2600-P4 X562081 or equal
- 2.1.1.4 Diazo Microfilm, Black (2.5)mil 16mm x 2000' Xidex DEM II 2600-P2 X582051 or equal
- 2.1.1.5 Diazo Microfilm (2.5 mil) 16mm x 2000' Xidex 561721 or equal
- 2.1.1.6 Dry DMC-R Diazo Film 105 x 148mm Xidex X585751 or equal
- 2.1.1.7 Camera Film, 35mmx30.5mm 100ft. Fuji/Kodak or equal

2.1.2 Miscellaneous Supplies

- 2.1.2.1 Recordak Prostar Self-Threader Pkg/3 (199-0993) or equal
- 2.1.2.2 Recordak Prostar S4F-Threader pkg/3 (199-1009) or equal
- 2.1.2.3 Recordak Prostar Tape and Dispenser (199-0977) or equal
- 2.1.2.4 Liquid System Cleaner, Kodak #101-3176 16 oz/Btl or Fuji #142 or equal
- 2.1.2.5 Liquid System Cleaner Fuji #142 16 oz/btl or equal
- 2.1.2.6 16mm (500 splices) Micro-film Press tapes Box/1000 (106-3429) or equal
- 2.1.2.7 Dry Ink Plus (Toner GR234) Xerox 2510 or equal
- 2.1.2.8 Developer (5R178) Xerox 2510 or equal
- 2.1.2.9 Bond Paper 36x150 (3R-3683) Xerox 2510 or equal
- 2.1.2.10 Anti Static Fluid (8R-3671) Xerox 2510 or equal
- 2.1.2.11 Plastic Microfilm Storage Boxes, 20/case 108-6867 or equal
- 2.1.2.12 16mm x 100' Solid Flange Return Reels SFWSS(sq./sq.) (144-2193) or equal
- 2.1.2.13 16mm x 100' Return Reel Cartons with index panels (108-3476) or equal

- 2.1.2.14 35mm x 100' Solid (sq./rnd. only) Flange Return Reels White or equal
- 2.1.2.15 33mm x 100' Return reel carton (108-3492) or equal
- 2.1.2.16 Ekta mate "A" magazine 16mm Kodak #111-9130 (ANSI MAG.) or equal
- 2.1.2.17 Trailer Holder Model 16 Kodak #149-1703 or equal
- 2.1.3 Kodak Imagelink Scanner/Microimager
 - 2.1.3.1 Exposure System Fluorescent lamps #964683 or equal
 - 2.1.3.2 Bar Code Standard Test documents #4528PC or equal
 - 2.1.3.3 Top Imaging Guides #964365 or equal
 - 2.1.3.4 Bottom Imaging Guides #942000 or equal
 - 2.1.3.5 Microimager Air Filter #321984 or equal
 - 2.1.3.6 Bar Code Fluorescent Lamp #912583 or equal
 - 2.1.3.7 Staticide Wipe (Box of 24) #1C8102 or equal
 - 2.1.3.8 Ink Cartridge Printer 12-Black #1725175 or equal
 - 2.1.3.9 Ink Cartridge Printer 12-Magenta #1706274 or equal
 - 2.1.3.10 Ink Cartridge Printer 1-Black #92261A or equal
 - 2.1.3.11 Smart Cassette #153-7166 or #835-7584 or equal
 - 2.1.3.12 Black Ink Refill Kit (4 refills/kit) #186-8406 or equal
 - 2.1.3.13 Film Handlers Gloves (1 dozen pairs) or equal
 - 2.1.3.14 Microfiche File Cabinets Kodak 8029936 or equal
- 2.1.4 Minolta
 - 2.1.4.1 503 Toner #8908-772 or equal
 - 2.1.4.2 RP 504A Toner or equal
 - 2.1.4.3 RP 507 Toner or equal
 - 2.1.4.4 509 Toner #8908-744 or equal
 - 2.1.4.5 509 Starter #8908-752 or equal
 - 2.1.4.6 509 Fuser Oil #8908-798 or equal
 - 2.1.4.7 509 Paper Roll Bond w/black line 8-1/2" x 500' #8975-008 or equal
 - 2.1.4.8 509 Paper Roll Bond w/black line 11"x500' #8975-011 or equal
 - 2.1.4.9 509 Paper Roll Bond w/black line 18"x500' #8975-018 or equal
 - 2.1.4.10 RP 603Z Toner or equal
 - 2.1.4.11 RP 605Z Toner or equal

2.1.5 Reader Printer Paper

2.1.5.1 Micro Design DC580-AE bi-mode paper 9-1/2 x 460#1352-3000 or equal

2.1.6 Reader/Printer Supplies

2.1.6.1 Canon

2.1.6.1.1 PC 70 Negative Toner Cartridge or equal

2.1.6.1.2 PC 80 Negative Toner Cartridge or equal

2.1.6.1.3 NP 580 Toner or equal

2.1.6.1.4 NP 580 Fuser Oil or equal

2.1.6.2 Micro Design

2.1.6.2.1 Datamate 10 or equal

2.1.6.2.2 MC 1000 Negative Toner Kit or equal

2.1.6.2.3 MC 1000 Negative Drum or equal

2.1.6.2.4 Datamate 2000 Negative Toner Kit or equal

2.1.6.2.5 Datamate 2000 Developer Drum or equal

2.1.6.2.6 Dry Silver Paper for 3M reader/printers 78-6969-8.5" x 500" or equal

2.1.6.2.7 Dry Silver Paper for 3M reader/printers 78-6969-11" x 500" or equal

2.1.6.2.8 ANSI spec. DDL lamps (any brand)

2.1.6.2.9 Radiag brand tungsten halogen #EHJ 24V-250W or comparable

2.1.6.2.10 Micro Copy 1000, Bulbs EVC or equal

2.1.6.2.11 Kodak Star Viewer, Bulbs EML or equal

2.1.6.3 3M 7510 Reader/Printer

2.1.6.3.1 Toner 340 Micro-Bond (78-6969-6026-S) or equal

2.1.6.3.2 Bulbs DDL or equal

2.1.6.4 Cannon NP 580FS Reader/Printer

2.1.6.4.1 Bulbs FCS or equal

2.1.6.4.2 Toner

2.1.7 Aperture Cards

2.1.7.1 Aperture Card, MicroSeal #3027C CPC 35 mm, natural left corner cut, rounded corners, imprinted Transportation Department in decks of 250.

2.1.7.2 Aperture Card Microseal type mil "D" square corner cut 35mm

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.4 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.5 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. ____ sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.7 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within seven (7) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.8 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.9 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.10 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.11 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.12 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ____ () days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.13 WARRANTY:

The minimum warranty period shall be ____ () months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.14 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.15 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.16 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within ____ () working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.17 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.18 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.18.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.18.2 Documentation that names the replacement product or model.
- 2.18.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.18.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.18.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.19 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

2.20 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.21 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.22 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.23 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce Materials to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive. Contractor shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of equal or greater quality and functionality. Where Materials are offered that are not identical to the requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, bidders shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid.

2.24 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.25 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.25.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.25.2 Pricing pages, MANDATORY
- 2.25.3 Copies of Catalogs/Pricing Documents (if required)
- 2.25.4 Literature, Technical and Descriptive, MANDATORY
- 2.25.5 Vendor Information, MANDATORY
- 2.25.6 Agreement page, MANDATORY

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Vendor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Vendor's work or service.

3.3.2.1 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Vendor's operations and products and completed operations.

If the Vendor subcontracts any part of the work, services or operations awarded to the Vendor, Vendor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Vendor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Vendor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Vendor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Vendor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Vendor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Vendor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Vendor.

~~3.3.3 Certificates of Insurance.~~

~~Prior to commencing work or services under this Contract, Vendor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.~~

~~If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.~~

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

ANACOMP INC, 1491 POINSETTIA AVENUE, VISTA, CA 92083

C675020/B0604779

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING

TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
Microfilm (2.1.1)			
(2.1.1.3) Diazo Microfilm Black (4.0) mil 16mm x 1000' Xidex DEM II 2600-P4 X562081 or equal	Xidex	X562081	Sold by the roll/24 rls per cs \$6.18
(2.1.1.4) Diazo Microfilm Black (2.5) mil 16mm x 2000' Xidex DEM II 2600-P2 X582051 or equal	Xidex	X582051	Sold by the roll/24 rls per cs \$9.97 9.18
(2.1.1.5) Diazo Microfilm (2.5 mil) 16mm x 2000' Xidex 561721 or equal	Xidex	X561721	Sold by the roll/24 rls per cs \$10.18
(2.1.1.6) Dry DMC-R Diazo Film 105 x 148mm Xidex X585751 or equal	Xidex	X585751	Sold by the sheet/2000 per cs \$0.0487 0.0463
Miscellaneous Supplies (2.1.2)			
(2.1.2.1) Recordak Prostar Self-Threader Pkg/3 (199-0993) or equal	Eastman Kodak	E022136	Sold by the pack/3 pks per cs \$4.70 4.65
(2.1.2.2) Recordak Prostar S4F-Threader pkg/3 (199-1009) or equal	Eastman Kodak	E022179	Sold by the pack/3 pks per cs \$4.70 4.65
(2.1.2.3) Recordak Prostar Tape and Dispenser (199-0977) or equal	Eastman Kodak	E022125	Sold by each \$12.15 12.14
(2.1.2.12) 16mm x 100' Solid Flange Return Reels SFWSS(sq./sq.) (144-2193) or equal	Zeta	Z043905	Sold by each/500 per cs \$0.1153 0.1085

ANACOMP INC, 1491 POINSETTIA AVENUE, VISTA, CA 92083

TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
(2.1.2.13) 16mm x 100' Return Reel Cartons with index panels (108-3476) or equal	Microfilm Products	M202130	Sold by the box/1000 per box \$78.30 65.25
(2.1.2.17) Trailer Holder Model 16 Kodak #149-1703 or equal	Zeta	Z044104	Sold by each/500 per cs \$0.0299 0.0237
(2.1.2.18a) Kodak Reference Archive Media 1433, 16mm x 100' SP615	Kodak	E021827	Sold by 20 rolls / Case \$7.97 / roll
(2.1.2.18b) Kodak Reference Archive Media 3433, 16mm x 215' SP615	Kodak	E021746	Sold by 20 rolls / Case \$14.85 15.24 / roll (eff. 7/13/06)
Kodak Imagelink Scanner/Microimager (2.1.3)			
(2.1.3.1) Exposure System Fluorescent lamps #964683 or equal	Eastman Kodak	E000116	Sold by each \$51.55 48.07
(2.1.3.3) Top Imaging Guides #964365 or equal	Eastman Kodak	E021860	Sold by each \$100.00 88.94
(2.1.3.4) Bottom Imaging Guides #942000 or equal	Eastman Kodak	E021859	Sold by each \$100.00 88.94
(2.1.3.5) Microimager Air Filter #321984 or equal	Eastman Kodak	E021757	Sold by each \$10.82
(2.1.3.6) Bar Code Fluorescent Lamp #912583 or equal	Eastman Kodak	E021862	Sold by each \$84.90 79.98
(2.1.3.7) Staticide Wipe (Box of 24) #1C8102 or equal	Eastman Kodak	E021567	Sold by the box/24 per box \$26.07
(2.1.3.13) Film Handlers Gloves (1 dozen pairs) or equal	Microfilm Products	M201178	Sold by the pack/6 per pk for both Ladies/Men \$10.44 6.48
Minolta (2.1.4)			
(2.1.4.1) 503 Toner #8908-772 or equal	IMI	I047001	Sold by the cs/3 bott. Per cs/2 Case mim \$65.15 29.89
(Removed 02/26/04)			Remanufactured Cart.
(2.1.4.4) 509 Toner #8908 744 or equal	SRS	S050526	\$193.69
(Removed 02/26/04)			Sold by the cs/6 bott. per cs
(2.1.4.6) 509 Fuser Oil #8908 798 or equal	IMI	I045054	\$348.57
Reader/Printer Supplies (2.1.6)			
(Removed 02/26/04)			Sold by the cs/2 bott. per cs
(2.1.6.1.3) NP 580 Toner or equal	IMI	I045048	\$46.14
(Removed 02/26/04)			Sold by the cs/6 bott. per cs
(2.1.6.1.4) NP 580 Fuser Oil or equal	IMI	I045056	\$35.34

ANACOMP INC, 1491 POINSETTIA AVENUE, VISTA, CA 92083

Micro Design (2.1.6.2)

(2.1.6.2.8) ANSI spec. DDL lamps (any brand)	Bulbman	B085130	Sold by each \$6.44
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TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
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(2.1.6.2.9) Radiag brand tungsten halogen #EHJ 24V-250W or comparable or equal	Bulbman	B085127	Sold by each \$3.91
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(2.1.6.2.10) Micro Copy 1000,Bulbs EVC or equal	Microlamp	550002M	Sold by each \$5.30
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(2.1.6.2.11) Kodak Star Viewer Bulbs EML or equal	Bulbman	B085126	Sold by each \$8.35
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3M 7510 Reader/Printer (2.1.6.3)

(2.1.6.3.2) Bulbs DDL or equal	Bulbman	B085130	Sold by each \$6.44
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Cannon NP 580FS Reader/Printer (2.1.6.4)

(2.1.6.4.1) Bulbs FCS or equal	Bulbman	B085019	Sold by each \$3.05 1.98
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(2.1.6.4.2) Toner or equal	IMI	I045048	Sold by the cs/2 tubes per es \$46.14
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Terms: NET 30

Vendor Number: **W000001593 X**

Telephone Number: 1-800-920-7378

Fax Number: 1-800-984-6443

Contact Person: ~~JEANETTE POLAND~~ MELINDA SANCHEZ

Company Website: www.anacomp.com

E-mail Address: jpoland@anacomp.com supplvorders@anacomp.com

Contract Period: To cover the period ending ~~MARCH 31, 2004 2005~~ 2007

ARIZONA IMAGING SYSTEMS, DIVISION OF ARIZONA MICROFILM, 2634 S. 16TH STREET, PHOENIX, AZ 85034

C675020/B0604779

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ☒ NO

ACCEPT PROCUREMENT CARD: ☒ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ☒ NO ____ % REBATE

INTERNET ORDERING CAPABILITY: ____ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ____ NO

PRICING

TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
Kodak Imagelink Scanner/Microimager (2.1.3)			
(2.1.3.8) Ink Cartridge Printer 12-Black #1725175 or equal	Kodak	182-8813	\$1,365.00 per cs
(2.1.3.9) Ink Cartridge Printer 12-Magenta #1706274 or equal	Kodak	145-6532	\$321.30 per cs
(2.1.3.10) Ink Cartridge Printer 1-Black #92261A or equal	HP	92261A	\$19.00 each
(2.1.3.11) Smart Cassette #153-7166 or #835-7584 or equal	Kodak	153-7166 / 835-7584	\$895.00 each
(2.1.3.14) Microfiche File Cabinets Kodak 8029936 or equal	Kodak	802-9936	\$950.00 each
	Kodak	150-9363	\$1625.00 each
Aperture Cards (2.1.7)			
(2.1.7.1) Aperture Card MicroSeal #3027C CPC 35 mm natural left corner cut, rounded corners, imprinted Transportation Department in decks of 250 or equal	Microseal	3027C-CPC	\$27.52 per 1000
(2.1.7.2) Aperture Card Microseal type mil "D" square corner cut 35mm or equal	Microseal	1335501	\$27.52 per 1000

ARIZONA IMAGING SYSTEMS, DIVISION OF ARIZONA MICROFILM , 2634 S. 16TH STREET, PHOENIX, AZ 85034

Terms: NET 30

Vendor Number: **W000001439 X**

Telephone Number: 602-462-5200

Fax Number: 602-462-5201

Contact Person: ~~TED WILLIAMS~~ **PATRICIA PABST**

Company Website arizonaimagingsystem.com

E-mail Address: info@arizonaimagingsystem.com info@aisweb.us

Contract Period: To cover the period ending **MARCH 31, 2004 2005 2007**

EVREX CORPORATION, 2205 W. LONE CACTUS DRIVE, STE. 5, PHOENIX, AZ 85027

C675020/B0604779

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING

TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
Microfilm (2.1.1)			

(2.1.1.7) Camera Film 35mmx30.5mm 100ft. Fuji/Kodak or equal	Fuji	HR-20	\$9.05 per roll
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Miscellaneous Supplies (2.1.2)

(2.1.2.8) Developer (5R178) Xerox 2510 or equal	Xerox	5R178	\$350.00
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(2.1.2.14) 35mm x 100' Solid (sq./rnd. only) Flange Return Reels White or equal	Zeta	SFGSR35	per cs of 250 \$46.00
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(2.1.2.15) 33mm x 100' Return Reel Carton (108-3492) or equal	Zeta	SB35L	per cs of 1000 \$142.00
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Minolta (2.1.4)

(2.1.4.2) RP 504A Toner or equal	Minolta	8908-772	\$33.00 per ctn
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(2.1.4.3) RP 507 Toner or equal	Minolta	8910-003	\$86.00 per ctn
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(2.1.4.4) 509 Toner #8908-744 or equal	Minolta	8908-744	(6 btls per carton) \$209.00 per ctn
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(2.1.4.5) 509 Starter #8908-752 or equal	Minolta	8908-752	\$68.00 per bott.
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(2.1.4.6) Minolta 509 oil #8908-798	Minolta	#8908-798	\$95.00 per bott.
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Reader/Printer Supplies (2.1.6)

(2.1.6.1.1) PC 70 Negative Toner Cartridge or equal	Frontier Laser	FR-N01	\$45.00
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EVREX CORPORATION, 2205 W. LONE CACTUS DRIVE, STE. 5, PHOENIX, AZ 85027

TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
(2.1.6.1.2) PC 80 Negative Toner Cartridge or equal	Frontier Laser	FR-N01	\$45.00
Micro Design (2.1.6.2)			
(2.1.6.2.2) MC 1000 Negative Toner Kit or equal	Anacomp	19544014	\$199.00 each
(2.1.6.2.3) MC 1000 Negative Drum or equal	Anacomp	19694002	\$199.00 each
(2.1.6.2.4) Datamate 2000 Negative Toner Kit or equal	Anacomp	19544014	\$199.00 each
(2.1.6.2.5) Datamate 2000 Developer Drum or equal	Anacomp	19694002	\$199.00 each
(2.1.6.2.6) Dry Silver Paper for 3M reader/printers 78-6969-8.5" x 500" or equal	3M	78-6969-7606-3	\$185.00 per roll
(2.1.6.2.7) Dry Silver Paper for 3M reader/printers 78-6969-11" x 500" or equal	3M	78-6969-7608-9	\$200.00 per roll
3M 7510 Reader/Printer (2.1.6.3)			
(2.1.6.3.1) Toner 340 Micro-Bond (78-6969-6026-S) or equal	3M	78-6969-6026-5	\$275.00 per cs
(2.1.6.4.2) Canon 580 toner #CN580T	SRS brand	#CN580T	(2 tubes per box) \$49.00 per box
Terms:	NET 30		
Vendor Number:	W000001347 X		
Telephone Number:	623-580-8444		
Fax Number:	623-580-8643		
Contact Person:	DAVE MILLER		
Company Website	evrex.net		
E-mail Address:	davem@evrex.net		
Contract Period:	To cover the period ending MARCH 31, 2004 2005 2007		

IMAGEMAX OF ARIZONA, **5050 S 40TH STREET, PHOENIX, AZ 85040**
~~2000 W. FIRST STREET, TEMPE, AZ 85281~~

C675020/B0604779

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO 1% % REBATE
(Payment shall be made within 48 hours of utilizing the Purchasing Card.)

INTERNET ORDERING CAPABILITY: ☒ X, via FTP or email YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING

TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
Microfilm (2.1.1)			

(2.1.1.1) Camera Film 16mm x 100' Fuji PT 21 or equal	Fuji	HR-21	\$4.50 per roll
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(2.1.1.2) Camera Film 16mm x 215' Kodak Image Capture -3460 (845-1502), Fuji A38 or equal	Fuji	HR-38	\$7.75 per roll
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Miscellaneous Supplies (2.1.2)

(2.1.2.4) Liquid System Cleaner Kodak #101-3176 16 oz/Btl or Fuji #142 or equal	Fuji	143	\$29.13 per cs
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(2.1.2.5) Liquid System Cleaner Fuji #142 16 oz/btl or equal	Fuji	143	\$29.13 per cs
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(2.1.2.11) Plastic Microfilm Storage Boxes 20/case 108-6867 or equal	Zeta	SBBK	\$0.42 each
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(2.1.2.16) Ekta mate "A" magazine 16mm Kodak #111-9130 (ANSI MAG.) or equal	Zeta	ANMAG	\$0.45 each
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Terms: 2% 10 DAYS, NET 30

Vendor Number: **W000001749 X**

Telephone Number: ~~480-303-003~~ **602-437-5480**

Fax Number: ~~480-303-9222~~ **602-454-2988**

Contact Person: ~~BILL KNAUS~~ **CHAR WEBER**

Company Website: imagemax.com

E-mail Address: bknaus@imagemax.com cweber@imagemax.com

Contract Period: To cover the period ending ~~MARCH 31, 2004 2005~~ **2007**

(REMOVED 3/24/05)

LINCUM INC, 3020 W. WINDSOR AVENUE, PHOENIX, AZ 85009

C675020/B0604779

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING

TYPE/DESCRIPTION	BRAND	PART NUMBER	PRICE/EACH
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Miscellaneous Supplies (2.1.2)

(2.1.2.6) 16mm (500 splices)

Micro film Press tapes			26.00
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Box/1000 (106 3429) or equal	Zeta	C16	\$ 19.80 / M
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Micro Design (2.1.6.2)

		(Source Com)	
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(2.1.6.2.1) Datamate 10 or equal	Anacomp	M160235 292	\$62.50
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Terms: ☐ NET 30

Vendor Number: ☐ W000001385 X

Telephone Number: ☐ 602 233 1230

Fax Number: ☐ 602 233 1393

Contact Person: ☐ CHARLES C. CUMMINS, JR.

Company Website ☐ www.lincum.com

E mail Address: ☐ lincum@mindspring.com linxum@lincum.com

Contract Period: ☐ To cover the period ending MARCH 31, 2004 2005